

STATE OF ARKANSAS  
CONTRACT AWARD

CONTRACT NO: ST-00-1183

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State of Arkansas  
OFFICE OF STATE PURCHASING  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PURCHASING. THIS IS NOT  
AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT  
CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN  
AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND  
CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

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BUYER: KEN BRASCH, CPPB	CONTRACT/BID NO.: T-00-1183
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DESCRIPTION: AMMUNITION (ITEMS AS SPECIFIED)

CONTRACT PERIOD: JULY 1, 2000 THROUGH JUNE 30, 2001

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CONTRACT VALUE:	\$575,671.00
COMMODITY CLASS(ES):	680-04
PURCHASE REQUEST NO.:	NONE
CONTRACT ADMIN/PHONE:	KEN BRASCH (501) 324-9316
DELIVERY REQUIREMENTS:	AS SPECIFIED IN BID

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:  
APPROPRIATE AGENCIES  
REQUESTING AMMUNITION

DELIVER TO:  
EACH AGENCY WILL DESIGNATE  
FOB POINT

CONTRACT AWARD TO:  
CRUISER TECH  
6120 E. ADMIRAL PLACE  
TULSA, OK 74115

CONTACT NAME: RICK PHILLIPS  
TELEPHONE NO.: (918) 836-8027  
FAX NO.: (918) 836-8035  
VENDOR NO.: CFK-3012  
FEDERAL I.D. NO.: 73-1564892

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STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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GENERAL TERMS AND CONDITIONS

PURPOSE AND INTENT:

It is the intent of this Invitation for Bid, to solicit and obtain competitive bids as a basis for establishing a contract with the State of Arkansas under which the Arkansas Law Enforcement Academy, the Department of Correction, the Arkansas State Police, the Department of Parks & Tourism, the Forestry Department, the Highway Police, Community Punishment and other State agencies with police powers may purchase ammunition.

TYPE OF CONTRACT:

Contract will be for a period of one (1) year from the date of award. Bid price must be firm for the contract period stated above.

Any contract awarded from the offering of these specifications will be subject to annual extensions for a period of up to six additional years. Any extension must be mutually agreed upon by the Office of State Purchasing and the contractor. The Office of State Purchasing will notify the contractor before expiration of the contract if an extension is requested.

FREIGHT FOB REQUESTING STATE AGENCY:

All quotations shall be F.O.B. Destination. The term F.O.B. shall mean delivered unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the Contractor and included in the bid price.

F.O.B. Points:

AR Law Enforcement Academy  
Hussy Road  
East Camden, AR. 71701

Ark. Dept. of Parks Tourism  
Lake Catherine State Park  
1200 Lake Cath. Pk. Rd.  
Hot Springs, AR 71913

AR State Police  
Central Supply Room-211  
#3 Natural Resources Dr.  
Little Rock, AR. 72205

Secretary of State (Capitol Police)  
Attn: Rebecca Rains  
State Capitol, Room 010  
Little Rock, AR 72201

Department of Community Punishment, Tower Bldg., Suite 1400, 323 Center Street, Little Rock, AR. 72201.

AR Dept. of Correction- 15 different points in approximately 150 miles radius within the State. Purchase order will give exact location.

Arkansas Highway Police, Attn: Colleen Vines, Arkansas Highway Dept., 10324 I-30, Little Rock, AR 72209

5 Colleges: Black River Technical College - Pocahontas, AR 72455-0304;  
Henderson State University - Arkadelphia, AR 71999-6001; Arkansas State

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University - Jonesboro, AR 72467-1860; University of AR at Little Rock -  
Little Rock, AR 72206; University of Arkansas - Fayetteville, AR 72701

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DELIVERY:

Orders shall be placed in the form of individual purchase orders issued from ordering agency. The bidder is asked to state the maximum number of consecutive calendar days for delivery after receipt of Purchase Order: Failure to state delivery time obligates vendor to complete delivery by agencies requested date of thirty (30) days after receipt of Order. The Office of State Purchasing has the right to accept an alternate delivery date if reasons appear valid and if funds are available after the delivery date stated.

Delivery 30 days after receipt of purchase order.

AMMUNITION:

On all ammunition, each round must carry manufacturer's head stamp

**Bidders are required to submit descriptive literature upon request. Failure to comply may eliminate your bid from consideration.**

CRITERIA FOR AWARD:

This bid will be awarded to the lowest responsible, responsive bidder by grand total "All or None". Each bidder must bid on all items. Each bid must be signed by an authorized representative of the bidder's firm, giving the representative's title and telephone number.

To be considered, all bids must meet or exceed the specifications contained in this IFB.

Award will be based upon conformance to the specifications, compatibility, lowest cost, and ability to meet delivery requirements.

INDIVIDUAL CONTACT PERSONS AT AGENCIES:

Ralph Vance, Dept. of Parks & Tourism, #1 Capitol Mall, 4A-900, Little Rock, AR. 72201, 501-844-4176/682-7639

Fred Starnes, Arkansas Law Enforcement Academy, P.O. Box 3106 East Camden, AR. 71701, 501-574-1810.

Rick Skillen, Arkansas Dept. of Correction, P.O. Box 8707, Pine Bluff, AR. 71611, 501-247-1800.

Donna Parker, Arkansas State Police, #3 Natural Resources Dr., Little Rock, AR. 72215, 501-221-8225.

Rick Smith, Department of Community Punishment, Tower Bldg., Suite 1400, 323 Center Street, Little Rock, AR 72201, 501-682-9510.

Colleen Vines, Arkansas Highway Police, Arkansas Highway Department, 10324 I-30, Little Rock, AR 72209, 501-569-2687.

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Secretary of State (Capitol Police)  
Attn: Rebecca Rains  
State Capitol, Room 010  
Little Rock, AR 72201

Arkansas State University  
Attn: Carol Barnhill  
2714 Pawnee Street  
State University, AR 72467-1860

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Black River Technical College  
Attn: Georgia Morgan  
Highway 304 East  
Pocahontas, AR 72455-0304

University of AR at Little Rock  
Attn: Purchasing Department  
2801 South University  
Little Rock, AR 72206

Henderson State University  
Attn: Tim Smith  
1100 Henderson Street  
Arkadelphia, AR 71999-0001

University of Arkansas  
Attn: Darrell Wagoner  
321 Administration Building  
Fayetteville, AR 72701

PRICES:

The prices quoted will be the "Net Delivered Prices". Prices are to be firm for the term of the contract period.

QUANTITIES:

NOTE: Please price items according to the unit of measure requested. Failure to comply with this request may result in rejection of bid.

Quantities listed are estimated and do not represent a firm commitment to purchase. The State reserves the right to order in any quantity unless otherwise specified by the bidder.

POLITICAL SUBDIVISIONS:

Bidder should indicate willingness to extend pricing to county and city law enforcement agencies. This is not mandatory, but acceptance may substantially increase usage & sales on this contract.

X Yes, I will extend pricing to political sub-divisions.

\_\_\_ No, I do not wish to extend pricing to political sub-divisions.

NOTE: A minimum order quantity i.e.... 3 cases or 1,000 rounds depending on the type of ammunition, may be used when extending to the political sub-divisions.

1. .357 magnum, 125 grain Brass-jacketed hollow point, 25/box, Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
8,000 Rds/ 320 Boxes	\$5.0750 25 rnd/bx Unit Issue	\$1,624.00

Brand & # Bid Remington G5357MA

2. .357 SIG, 125 grain Brass-jacketed hollow point, Bonded, jacket and lead core must be bonded 25/box, Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
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100,000 Rds/	<u>\$5.00</u>	<u>\$20,000.00</u>
4000 Boxes	25 rnd/bx	
	Unit Issue	

Brand & # Bid Remington - G5B357MA



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3. .357 SIG, 125 grain full metal jacket 50/box, Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
100,000 Rds/	\$7.20	\$14,400.00
2000 Boxes	50 rnd/bx	
	Unit Issue	

Brand & # Bid Remington - L35751

4. .38 caliber Special, 130 grain, Truncated Cone, Metal case, 50/Box, (training Ammo) Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
349,000 Rds/	\$5.20	\$36,296.00
6,980 Boxes	50 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - L38511

5. .38 caliber Special, 125 grain, Brass-jacketed hollow point (+P), 25/Box, Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
30,500 Rds/	\$5.1250	\$6,252.50
1220 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - GS385B

6. .38 caliber Special, Blanks, 50/Box.

QUANTITY	UNIT PRICE	TOTAL PRICE
4,500 Rds/	\$9.90	\$ 891.00
90 Boxes	50 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - 38BLNK

7. .9MM Luger, 115 grain, Truncated Cone, Metal case, 50/Box, (Training Ammo) Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
518,500 Rds/	\$5.15	\$53,405.50
10,370 Boxes	50 rds/bx.	
	Unit Issue	

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Brand & # Bid Remington - R9MM3

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8. .9MM Luger, 124 grain, Brass-jacketed Hollow-point, 25/Box Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
7,000 Rds/	<u>\$5.9750</u>	<u>\$1,673.00</u>
280 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington GS9MMB

9. .9MM Luger, 124 grain, Plus P jacketed Hollow-point, 25/Box Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
50,000 Rds/	<u>\$5.45</u>	<u>\$10,900.00</u>
2000 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington GS9MMD

10. .9MM Luger, 124 grain, Plus P jacketed Hollow-point, Bonded, jacket and lead core must be bonded, 25/Box Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
100,000 Rds/	<u>\$5.85</u>	<u>\$2,3400.00</u>
4,000 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - GSB9MMD

11. 9MM Luger, 147 grain, Brass jacketed Hollow-point, Bonded, jacket and lead core must be bonded 25/Box Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
100,000 Rds/	<u>\$5.85</u>	<u>\$23,400.00</u>
4,000 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - GS9MMC

12. 10mm Semiautomatic, 180 Grain, truncated Cone, Metal Case, 50/Box. (Training Ammo) Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
52,000 Rds/	<u>\$8.25</u>	<u>\$8,580.00</u>
1040 Boxes	50 rds/bx.	

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Unit Issue

Brand & # Bid Reminton - L10MM6

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13. 10mm Semiautomatic, 180 Grain Jacketed hollow-point, 50/Box.  
Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
1,000 Rds/	\$8.25	\$165.00
20 Boxes	50 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - L10MM6

14. .40 S&W Caliber, 165 grain, Truncated Cone, Metal case, 50/Box,  
(training ammo) Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
715,500 Rds/	\$5.90	\$84,429.00
14,310 Boxes	50 rds/bx	
	Unit Issue	

Brand & # Bid Remington - L40SW4

15. .40 S&W Caliber, 165 grain, Brass-jacketed hollow-point, 25/Box, Federal,  
Remington, Winchester or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
64,500 rds/	\$5.0500	\$13,029.00
2,580 Boxes	25 rds/bx	
	Unit Issue	

Brand & # Bid Remington - GS40SWA

16. .40 S&W Caliber, 180 grain, Brass-jacketed hollow-point, Bonded, jacket  
and lead core must be bonded 25/Box, Federal, Remington, Winchester or  
equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
100,000 rds/	\$5.1750	\$20,700.00
4,000 Boxes	25 rds/bx	
	Unit Issue	

Brand & # Bid Remington - GSB40SWB

17. .45 Cal. Auto, 230 grain, Truncated Cone, Metal Case, 50/Box.  
(Training Ammo) Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
345,000 Rds/	\$7.55	\$52,095.00
6,900 Boxes	50 rds/bx	
	Unit Issue	

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Brand & # Bid Remington - R45AP4

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18. .45 Cal. Auto, 230 grain, Brass-jacketed Hollow point, 50/Box.  
Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
102,000 Rds/	\$5.050	\$20,604.00
4,080 Boxes	25 rds/bx	
	Unit Issue	

Brand & # Bid Remington - GS45APB

19. .45 Cal. Auto, 185 grain, Plus P, Brass-jacketed Hollow point, 25/Box.  
Federal, Remington, Winchester, or equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
25,000 Rds/	\$5.050	\$5,050.00
1,000 Boxes	25 rds/bx	
	Unit Issue	

Brand & # Bid Remington - GS45APC

20. .45 Cal. Auto, 230 grain, Brass-jacketed Hollow point, Bonded, jacket  
and lead core must be bonded 25/Box. Federal, Remington, Winchester, or  
equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
100,000 Rds/	\$5.5250	\$22,100.00
4,000 Boxes	25 rds/bx	
	Unit Issue	

Brand & # Bid Remington - GSB45APB

21. .223/5.56 Caliber, 55 grain, Full metal jacket, 20/Box, Federal,  
Remington, Winchester, or approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
134,000 Rds/	\$2.98	\$19,966.00
6,700 Boxes	20 rds/bx.	
	Unit Issue	

Brand & # Bid Remington R223R3

22. .223/5.56 Caliber, 62 grain, Hollow point match, 20/Box, Federal,  
Remington, Winchester, or approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
50,000 Rds/	\$7.42	\$18,550.00
2,500 Boxes	20 rds/bx.	
	Unit Issue	

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Brand & # Bid Remington - R223R6



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23. .25.06 caliber, 100 grain, 20/Box, Federal, Remington, Winchester, or approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
3,000 Rds/	\$8.02	\$1,203.00
150 Boxes	20 rds/bx.	
	Unit Issue	

Brand & # bid Remington - R25062

24. .308 caliber, 150 grain, 20/Box, Soft Point, Federal, Remington, Winchester, or approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
10,000 Rds/	\$8.50	\$4,250.00
500 Boxes	20 rds/bx.	
	Unit Issue	

Brand & # bid Reminton R308W1

25. .308 caliber, 168 grain, 20/Box, Hollow point match, Remington, Winchester, or approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
50,000 Rds/	\$9.02	\$22,550.00
2,500 Boxes	20 rds/bx.	
	Unit Issue	

Brand & # bid Remington R308W7

26. Skeet loads, #9, 12 gauge, heavy loads, in plastic hulls 25/Box, Federal, Remington, Winchester or an approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
200,000 Rds/	\$3.7750	\$30,200.00
8000 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - STS12H9

27. Buckshot loads, 12 gauge, 16 pellet type #1 Buck, 2-3/4" in plastic hulls, 5/Box, Federal, Remington, Winchester or an approved equal/

QUANTITY	UNIT PRICE	TOTAL PRICE
2,000 Rds/	\$1.5250	\$ 610.00
400 Boxes	5 rds/bx.	
	Unit Issue	

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Brand & # Bid Remington - 12B1

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28. Buckshot loads, 12 gauge, 9 pellet type 00 buck, 2-3/4" in plastic hulls, 5/Box, Federal, Remington, Winchester or an approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
47,000 Rds/	<u>\$1.12</u>	<u>\$10,528.00</u>
9,400 Boxes	5 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - 12B00

29. Buckshot loads, 12 gauge, Reduced Recoil 9 pellet type, 2-3/4" in 25/Box, Federal, Remington, Winchester or an approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
75,000 Rds/	<u>\$5.8499</u>	<u>\$17,549.70</u>
3,000 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - RR12BK00

30. Buckshot loads, 12 gauge, Reduced Recoil 8 pellet type, 2-3/4" in 25/Box, Federal, Remington, Winchester or an approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
75,000 Rds/	<u>\$5.8499</u>	<u>\$17,549.70</u>
3,000 Boxes	25 rds/bx.	
	Unit Issue	

Brand & # Bid Remington - RR12BK8

31. Rifled slugs, 12 gauge, 1 oz. hollow point 2-3/4" in plastic hulls, boxed 5/Box, Federal, Remington, Winchester or an approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
36,250 Rds/	<u>\$1.12</u>	<u>\$8,120.00</u>
7,250 Boxes	5 rds/bx	
	Unit Issue	

Brand & # Bid Remington - SP12RS

32. Rifled slugs, 12 gauge, 1 oz. Foster style slug, boxed 25/Box, Federal, Remington, Winchester or an approved equal.

QUANTITY	UNIT PRICE	TOTAL PRICE
25,000 Rds/	<u>\$5.60</u>	<u>\$5,600.00</u>
1,000 Boxes	25 rds/bx	
	Unit Issue	

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Brand & # Bid Reminton - RR12RS

GRAND TOTAL \$575,671.00

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TERM AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Purchasing and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Purchasing has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

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10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Purchasing. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Purchasing to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

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20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.